

General conditions for accessing Risk Based Assessment Tool (RBAT) for Maritime Autonomous Surface Ships (MASS)

Document History

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1. General conditions for access

1.1 Submission and approval of requests for EEA Member States and entities

Requests from EEA Member States and entities (hereinafter Participating Entity) for accessing the RBAT tool must be made in the form of an official letter addressed to the EMSA Executive Director (ED) and sent to the following contact point: RBAT@ems.europa.eu.

After the formal approval, the respective third party shall be provided with the Terms of Use form to be filled in and duly signed.

Access for an initial period of 1 year (automatically renewable for subsequent equal periods) shall be granted subject to formal approval by the Executive Director and signature of the Terms of Use.

1.2 Definitions

RBAT tool means a Risk Based Assessment Tool specifically developed to assess the risks connected with the development of a Maritime Autonomous Surface Ship (MASS).

User means the representative(s) of the Participating entity, authorised by EMSA to access and use the RBAT tool.

Participating entity means the state, organisation or entity that has signed the Terms of Use.

1.3 Contacts

For all further communication between the Participating entities or the RBAT Users with EMSA regarding the RBAT tool, the following email is to be used:

RBAT@ems.europa.eu

1.4 Scope of Usage

The Risk Based Assessment Tool (RBAT) has been specifically developed by EMSA to assist maritime stakeholders in the risk assessment process for Maritime Autonomous Surface Ships (MASS).

The objective of the tool is to provide a user-friendly risk assessment methodology to help users to identify potential risks in the early design stages of a MASS project.

Access and use the RBAT tool shall be made in line with the above scope, for non-profit use only.

2. EMSA Role and responsibilities

EMSA will set-up and provide to the Participating entity, free of charge, access to the RBAT tool, by creating, upon EMSA's request, individual user accounts.

EMSA shall maintain the RBAT tool functional and accessible.

EMSA reserves the right to restrict or deny user access to the RBAT tool without notification in cases such as, but not limited to, use of the tool functionalities outside the scope described in section 1.4, abusive and/or incompliant access and/or usage, etc.

3. User & Participating Entity Role and responsibilities

3.1 Conditions of Use form & accounts

The Participating Entity shall fill in the Terms of Use form, via which it shall nominate a unique point of contact within their organisation to be the official and administrative point of contact with EMSA for any issue related to the access to RBAT tool.

The point of contact shall provide to EMSA a list of RBAT Users (name, position or title, e-mail address, phone number). The Users' credentials to access the service are personal and individual (not transferable). This means that a username and password is individual and cannot be used by more than one person.

The Participating Entity shall ensure that all Users of the RBAT tool are registered and have their own login details, and that these are informed and respect the Terms of Use.

3.2 Reporting obligations

The Participating Entity shall provide, upon request by EMSA, an annual short summary report on the use of the RBAT tool.

4. Conditions of use & liability

Each User must accept the Conditions of Use included in the RBAT tool before accessing it.

1. The Users will receive a dedicated personal username and password, which will be non-transferable to any third party.
2. The User license is free, limited, non-exclusive, non-transferable, non-sub licensable and worldwide, enabling the User to use the tool only for the purpose of training activities and support the risk assessment of MASS projects.
3. The Users of the RBAT tool shall make use of the tool for its foreseen purpose only and shall not distribute, disclose, permit user, or otherwise make the functionalities and content of the tool available to any third party without first requesting the permission from EMSA.
4. Any detected infringement of the General Conditions of Use will lead to immediate deactivation of the relevant User accounts.
5. EMSA will not accept any responsibility or liability whatsoever for any direct or indirect damages (e.g., loss of profits; incidental, special or consequential damages; or other similar damages) arising from the use or misuse of the RBAT tool and the RBAT methodology.
6. EMSA shall not be held liable for disruptions caused by technical problems resulting or arising from the use of the RBAT tool.
7. EMSA shall not be held liable for the manner in which the RBAT tool is ultimately used by the Users.
8. EMSA shall not be held liable for the accuracy of the data inputted in the RBAT tool.
9. EMSA shall not be held liable in the event that a decision is made to discontinue the RBAT tool temporarily or permanently. A prior notification in this sense shall be send to its Users.
10. EMSA reserves the right to make any necessary modifications to the RBAT tool Conditions of use. The modifications will be applicable from the date on which the updated Conditions of use are available in the RBAT tool (the application will require users to accept again the updated Conditions upon first login).

4.1 Layout and content

EMSA has the exclusive right to alter, limit or discontinue the RBAT tool.

EMSA reserves the right to alter the content and/or layout of the RBAT tool in any way, at any time and for any reason, with or without prior notification (depending on the extent of the change) and shall not be held liable in

any way for any possible consequences of such changes or for inaccuracies, typographical errors or omissions in the contents.

4.2 Intellectual property & copyrights

The intellectual property rights connected to the RBAT tool shall rest exclusively with EMSA, while the intellectual properties of the information provided by the Users remains with the Users.

Where any information taken from RBAT tool is used in any context, the RBAT tool must be referenced accordingly.

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